



Agreement between them ("Marital Settlement Agreement"), the decedent was required to maintain a life insurance policy with Theresa as the beneficiary until Cody became emancipated. Section 10.1(B) of the Marital Settlement Agreement provided that one of the circumstances constituting an "emancipation event" is when Cody has a "permanent residence away from the permanent residence of the custodial spouse." In a beneficiary designation Form dated on or about June 28, 2003 (the "BDF"), the decedent designated Debra Browning to receive 25% of the Proceeds and Cody to receive 75% of the Proceeds. Debra Browning claims 25% of the proceeds, contending that Section 10.1(B) of the Marital Settlement Agreement did not restrict the decedent from changing his beneficiary because, she alleges, Cody went to live with the decedent and her on a full-time basis and was therefore emancipated within this meaning of the Marital Settlement Agreement. Theresa Scimeca contends that the Marital Settlement Agreement continued to require the decedent to maintain Scimeca as the 100% beneficiary, for the benefit of Cody, and claims 100% of the proceeds. The principal legal issue concerns the interpretation of the Marital Settlement Agreement.

5. One of the principal factual issues may include Cody's living arrangements in relation to Section 10.1(B) of the Marital Settlement Agreement.

6. There are no motions pending.

7. No discovery has been conducted.

8. The defendant-claimants expect to conduct written discovery and take fact depositions. Presently, expert testimony is not anticipated.

9. The parties propose sixty days, until May 7, 2008, to make Rule 26(a)(1) disclosures, and 120 days, until July 7, 2008, to conduct fact discovery.

10. September 7, 2008.

11. 1 to 2 days.

12. No jury trial demanded.
13. The defendant-claimants engaged in settlement negotiations, but were unable to reach a settlement.
14. The defendant-claimants consent to a magistrate.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**

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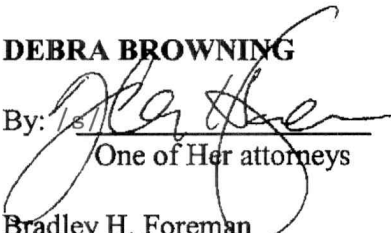
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